

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

DOREL STEEL ERECTION CORPORATION :

vs. :

CAPCO STEEL CORPORATION :

and :

CANAM STEEL CORPORATION :

Reach and Apply Defendant :

C.A. No. 05-10627-~~XXXX~~ RBC

**MEMORANDUM IN SUPPORT OF CAPCO STEEL CORPORATION'S
OBJECTION TO PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION**

Defendant, Capco Steel Corporation ("Capco"), is a substantial steel erector and manufacturer that, since 1990, has performed substantial construction projects in many states, including Massachusetts, Rhode Island and Connecticut. Capco prides itself in having performed the steel portion of the work at Gillette Stadium, Boston Convention Center, Connecticut Convention Center, etc. Capco's gross sales exceed 80 million dollars on a yearly basis. Capco employs over 400 persons.

Capco entered into a subcontract with Canam Steel Corporation ("Canam"), the latter entering into a subcontract with a general contractor known as Clark/Hunt/Berry, for the project known as Boston Convention and Exhibition Center. Capco's subcontract with Canam resulted in a "Memorandum of Understanding" amongst Capco, Dorel, Stearns and Prime, whereby each entity would perform "one quarter of the work of the Canam/Capco subcontract or for a contractual sum per entity of \$8,750,000 out of a gross contract of approximately \$34,000,000. During the course of the project, Capco, gave Dorel as well as the other "partners" an accounting of the project on a weekly basis. Since the inception of the project defendant Capco has paid each "partner", including Dorel, the sum of \$3,329,679.00, which sum was net of expenses. An

example of accounting given to each partner is a letter from Capco (CDSP) dated May 3, 2004 to Dorel Steel which included an accounting as of May 3, 2004 (attached as Exhibit A).

Capco has received final payment from Canam in the sum of \$311,086.00 on or about November 14, 2005, a copy of which is attached hereto as Exhibit C. Notwithstanding, the project summary report is noted as Exhibit B, which is a summary as of March 29, 2005 which substantially shows no change from the accounting of April 15, 2004, which is attached in Exhibit A. Both Exhibit A and Exhibit B show job costs to date of \$38,681,979, of which Capco has paid the sum of \$38,292,448 in disbursements, i.e. job costs including administrative and labor, whereby from said sum each partner received \$3,329,679.

CONCLUSION

In conclusion, since Capco has received its final payment from Canam, plaintiff's motion is moot. Capco is in the process of reviewing the accounting to determine any amounts due and owing each partner.

WHEREFORE, defendant Capco prays that Dorel's request for Preliminary Injunction be denied.

Defendant,
CAPCO STEEL CORPORATION
By their Attorneys,



Girard R. Visconti (BBO #510200)
David M. Campbell (BBO# 645512)
Visconti & Boren Ltd.
55 Dorrance Street
Providence, RI 02903
(401) 331-3800
(401) 421-9302 Fax

CERTIFICATION

I, the undersigned, hereby certify that on the 16th day of November, 2005, I mailed a true copy of the within document by regular, first-class mail, postage prepaid, to the following:

Charles A. Roberts, Esq.
Law Offices of Scott W. Wynn
254 Main Street
P.O. Box 290009
Charlestown, MA 02129

Michael D. Vhay, Esq.
DLA Piper Rudnick Grary Cary US LLP
One International Place, 21st Floor
Boston, MA 02110

Sueann Manfro

EXHIBIT

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A

CDSP

33 Acorn Street Providence, RI 02903

A Joint Venture of: Capco/Dorel/Stearns/Prime

Phone: (401)861-1220

Fax: (401)861-1221

Monday May, 3, 2004

Keith Clemens
Dorel Steel
33 Fayette St.
N. Quincy Ma.

RE: BCEC Financial information
Boston Convention & Exhibition Center - 00-0066

Mr. Clemens,

Upon receipt of you fax (4.30.04) I reviewed and found that I never mentioned the word "Legally" in any association with the word sequestered. The word sequestered under Webster's definition defines: To remove or set apart; segregate

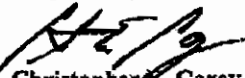
The documentation is under review for our banking purposes, since the contract with Caman is directly with Capco Steel, then subcontracted to C.D.S.P.

As requested I have attached a current project summary. (DOC- 1 / 2 pages)

Pertaining to the back charges NO final negotiations dictions will be made without complete consent of all parties involved. I am currently weeding through the back charges and handling them on a one on one basis. I have attached the current back charge listing to this documentation (DOC- 2 / 2 pages) if you have and questions pertaining to the information please, direct it to me. The reasons are because an issue could be under review with CHB or removed from the table.

As for the close out process I have been handling it personally; If you are choosing to get involved at this late date in the project, please contact me at my office to schedule a time for review.

Respectfully,



Christopher E. Carey
Project Manager / B.C.E.C.

CC: MJC Sr. / Capco Steel
J. Stearns / Stearns Company
R. Long / Prime Steel

Capco Steel Corp 2004

Project Summary Report

04-15-04 Page 1
System Date: 04-15-04
System Time: 12:21 pm

NO.761

Project No 00-0066

Boston Convention Center

Project Mgr: Chris Carey

Est 29,461 Tons

Cost Code	Description	Estimated Hours	Monthly Hours	Job To Date Hours	Remaining Hours	Estimated Cost	Monthly Cost	Job To Date Cost	Remaining Cost
10-11000	Raising Gang	57,744	58,404	660-	3,024,317.76	3,058,810.41	34,492.65-		
10-11010	Bolting	43,144	43,749	605-	2,073,251.39	2,103,958.06	30,706.67-		
10-11020	Decking	48,964	49,381	418-	2,071,482.26	2,094,458.50	22,976.24-		
10-11030	Plumbing	17,072	17,072		778,598.08	778,598.08			
10-11040	Safety	38,702	38,758	56-	1,784,515.52	1,787,096.54	2,581.02-		
10-11050	Welded Moments	3,393	3,393		74,612.75	74,612.77			
10-11060	Col Splices	4,878	4,878		48,002.17	48,002.17			
10-11070	Section Detail	32,036	32,493	457-	844,525.19	868,137.33	23,612.14-		
10-11080	Lintels	16	16		1,031.32	1,031.32			
10-11090	Stud Welding	5,609	5,609		264,581.46	264,581.46			
10-11100	Gen Foreman	13,713	14,009	297-	887,316.69	903,218.61	15,901.92-		
10-11110	Cleanup	695	695		29,275.52	29,275.52			
10-11120	Bad Weather	22,983	13,097	9,886	870,292.89	571,892.69	298,400.20		
10-11150	Anchors/Hilt's	90	90		2,197.29	2,197.29			
10-11160	Hand Pieces	130	130		6,627.03	6,627.03			
10-11170	Joist & Bridging	183	183		2,049.69	2,049.69			
10-11180	Truss Work	121	121	1	7,245.61	7,245.61			
10-11190	Precast	331	331		16,766.64	16,766.64			
10-11200	Misc Iron	31,189	32,653	1,465-	1,515,293.62	1,588,378.39	73,084.77-		
10-11250	Painters	107	107		7,651.74	7,651.74			
13-11130	Operators	13,690	13,690		774,134.42	774,134.42			
13-11140	Oiler	9,700	9,700		416,003.73	416,003.73			
13-11150	BoomTruck OP								
15-11400	Teamsters	16	16		570.85	570.85			
16-11500	Maintenance	1,063	1,069	6-	60,021.81	60,319.57	297.76-		
17-11700	Fld QC Inspctn	4,439	4,629	190-	117,474.84	121,930.37	4,455.53-		
20-11800	Shop Labor	788	816	28-	24,248.49	24,820.95	572.46-		
25-11900	Engineering Labor	5	5		52.77	52.77			
25-11925	Surveyor	15,600	11,200	4,400	479,430.87	383,474.17	95,956.70		
25-11950	Project Manager	6,277	6,277		204,263.24	204,263.24			
25-25000	Adm Lb - Jb Cs	80	80		213,026.26	213,026.26			
30-12000	Materials				144,846.70	145,639.80			
30-12100	Stud Materials				31,075.86	34,231.59			
40-13000	Crane Rental				1,688,513.97	1,686,023.97			
40-13100	Lift Rental				1,036,374.53	1,037,542.10			
40-13200	Scaffold Rental				12,386.53	12,386.53			
40-13400	Equipment Fuel				130,324.68	131,306.14	981.46-		

05/03/2004 12:00

PROJECT MANAGER → 14014219302

Project Summary Report

Est 29,461 Tons

Project No 00-0066 Boston Convention Center				Project Manger Chris Carey				
Cost Code	Description	Estimated Hours	Monthly JobToDate Hours	Remaining Hours	Estimated Cost	Monthly Cost	Job To Date Cost	Remaining Cost
45-13500	Bond & Ins				87,719.00		87,719.00	25,014.09
50-14000	Tools				422,401.80		397,387.71	22,593.96
50-15000	Misc Supplies				887,342.75	164.48	864,748.79	28,882.00
60-18000	Sub Contracts				317,457.11		346,339.11	665,325.16
60-18050	Glbl Sub Cntrc				3,080,199.42		3,745,524.58	
60-18300	Sub Engineering				17.52		17.52	
60-18500	Sub Design Eng				233,322.14		233,322.14	390.59
60-19000	Trucking				112,795.28		113,185.87	535,313.36
70-21000	Contract Allow				535,313.36		3,307,656.25	50,000.00
70-22000	Capco Allow				3,357,656.25		3,307,656.25	50,000.00
70-26000	Allowance Prim				3,357,656.25		3,307,656.25	50,000.00
70-27000	Allowdc J Strms				3,357,656.25		3,307,656.25	50,000.00
70-28000	Allow Dorel							
70-29000	Allow OT Prem				116,200.00		116,200.00	
70-30000	Alw Tim Reprt						1,301.69	1,301.69
90-70300	Office Salars							
Job Totals		372,753	0	362,646	10,106	38,865,777.55	904.02	38,596,687.72
								269,089.83
Org Contract \$34,000,000.00								
Rev Contract \$38,865,777.55								
Included Pend Changes \$379,652.55								
Billing \$38,602,884.20								
Retainage \$307,836.20								
Remaind Billing \$262,893.35								
Gross Prof								
GP Profit Rate								
Payments								
38,292,448.00								
GP%								
30.16								

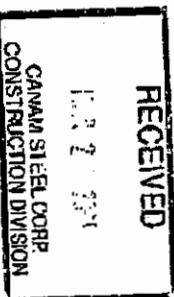
Summary of Deductive Changes issued against Structural Steel Subcontract

A. Deductive Change Orders issued against Canam's Contract before Global

CO #	81 #	Description	Value	File Date	Work Date
1	800030	Cashman Set Trailers	\$ (270.00)	07/27/01	N/R
2	800030	Cashman Set Trailers (void # 001)	\$ 270.00	07/27/01	N/R
6	800037	Repair Silt Fencing	\$ (382.80)	08/23/01	08/13/01
8	800117	Spray Fireproofing Backcharge	\$ (8,800.00)	10/31/02	N/R
10	800117	Spray Fireproofing Backcharge (void # 008)	\$ 8,800.00	10/31/02	N/R
SUB-TOTAL \$			(382.80)		

B. Deductive Change Order Issues discussed during Global (02.21.03 Ltr.)

CO #	81 #	Description	Value	File Date	Work Date
11	800162	Rubbish Removal/Cleanup (Jan. to Mar. 2003)	\$ (13,179.34)	03/18/03	01/15/03
13	800079	Upgrade of Temp Power @ Trailers	\$ (24,912.69)	03/12/02	04/18/03
14	800055	Backcharge for Stud Welder Connection	\$ (1,457.68)	10/07/01	02/14/02
15	800159	Repair Lighting Level 0	\$ (3,285.70)	04/07/03	10/26/02
26	80-0140	Repair Lighting Level 0	\$ (811.00)	07/24/03	01/15/03
28	80-0162	Repair of Drywall Soffit at Foodcourt Damaged by Canam	\$ (3,979.00)	04/22/03	10/17/02
	80-0068	Halfcore Field Drill Holes for Operable Partition Track	\$ (960.30)	02/06/02	02/12/02
	80-0093	S&F: Chip out & Grout Misaligned G Line Base Plates	\$ (6,662.70)	12/11/02	04/09/02
	80-0125	S&F: Repair & Replace Damaged / Bent Rebar Dowels	\$ (3,021.20)	06/10/03	08/26/02
		S&F: Core & Drill Anchor Bolts per MCR 375 at A/50			
SUB-TOTAL \$			(58,275.61)		



05/03/2004

12:00

PROJECT MANAGER → 14014219302

NO.761

007

C. Deductive Change Order Issues Proposed after the Global SettlementCHB Letter of 03/24/2004
Attachment No. 3

CO #	81 #	Description	Value	File Date	Work Date
12	800164	Rubbish Removal/Cleanup (April 2003)	\$ (5,888.21)	04/30/03	04/08/03
18	800178	Clean up Steel / Remove Jersey Barriers	\$ (2,154.68)	06/16/03	05/12/03
19	800173	Lyno Frames at Loading Dock Damaged by Canam	\$ (2,004.20)	06/10/03	06/04/03
21	80-0198	Removal of Drywall for Adjusting J Line Framing	\$ (8,677.00)	07/30/03	07/02/03
22	80-0181	Repair Drywall at Stair D3 after Canam Repairs	\$ (570.00)	06/20/03	05/14/03
23	80-0198	Repair of Drywall for Adjusting J Line Framing	\$ (9,801.00)	07/30/03	05/29/03
24	80-0180	Removal / Repair of Drywall for J Line Framing	\$ (8,523.76)	06/20/03	05/12/03
25	80-0179	Repair Drywall for Stair F3 - Zone 900	\$ (1,282.25)	06/20/03	04/14/03
27	80-0207	Work at Pedestrian Bridge due to wrong Pourstop Location	\$ (1,870.00)	08/07/03	07/15/03
29	80-0270	Spray Fireproofing Back-Charge for Dec. 2003	\$ (10,560.00)	12/09/03	12/15/03
30	80-0295	Spray Fireproofing Back-Charge for Jan. 2004	\$ (3,520.00)	01/15/04	01/15/04
31	80-0325	H Carr: Repair Damaged Soffit due to Cable	\$ (686.43)	02/08/04	09/11/03
33	80-0210	Shim Glass Handrail per Mis-aligned Pourstops	\$ (12,235.30)	08/22/03	09/18/03
34	80-0362	Spray Fireproofing Back-Charge for Feb. 2004	\$ (1,760.00)	03/01/04	02/15/04
	80-0174	S&F: Reform Damaged Curbs at Level 3 Ballroom	\$ (2,666.40)	09/24/03	03/28/03
	80-0225	McCourt: Modify Line 11 Bus Ramps per NCR 489 & 490	\$ (6,468.00)	10/27/03	10/15/03
	80-0238	S&F: Repair Rebar at Hand Holes per NCR 491 - 493	\$ (3,407.80)	10/30/03	09/12/03
	80-0241	S&F: Remove Mesh / Rebar for Shear Stud Repairs	\$ (1,075.80)	01/26/04	05/13/02
	80-0308	High Roof Stair Tower and Platforms	\$ (7,672.40)	01/28/04	04/17/02
	80-0310	Install Angle for Stair B13 along Stringer (Capco Tickets)		02/08/04	01/16/04
	80-0329	Cheviot: Replace Damaged Glass at S. Ped. Bridge	\$ (6,346.05)	02/10/04	01/16/04
	80-0330	Overline Premium for Elevator B6 (Canam Delay)	\$ (10,000.00)	02/10/04	02/14/04
	80-0331	Overline Premium for Elevator B2 (Canam Delay)	\$ (10,000.00)	02/10/04	01/29/04
	80-0332	Field Adjustments to Glass Handrail @ N. Ped. Bridge	\$ (5,000.00)	02/10/04	03/18/04
	80-0333	Chip & Grout Concrete at Stair B14 Landing	\$ (5,000.00)	02/10/04	Incomplete
	80-0340	Field Cut Pourstop at Expansion Joints	\$ (37,886.20)	02/12/04	01/13/04
	80-0342	Shimming & Modification to Curtainwall at Light Shelf	\$ (9,933.00)	02/12/04	01/22/03
	80-0355	McCourt: Clean up of Trash / Debris	\$ (1,500.00)	02/27/04	02/11/04
	80-0379	Grout Concrete at Stair B9 & B10 Landings	\$ (5,000.00)	03/18/04	Incomplete
	80-0380	Mass Elec: Relocate Ex. Hall Light Fixtures @ Catwalks	\$ (5,000.00)	03/18/04	02/12/04
	80-0381	Capco \$ for MEP Frames noted per FWO in Canam CO#16	\$ (19,948.33)	03/18/04	02/15/04
		MCCA: Owner Sanction to Canam (Capco) per Payroll	\$ (8,500.00)	03/08/04	N/R
Note * Indicates Estimate only, no proposal received					
Note ** Notice letter from MCCA regarding findings					
SUB-TOTAL \$		(209,048.60)			

Project No 00-0066 Boston Convention Center Proj Mgr Chris Carey Canam

Cost Code	Description	Estimated Hours	Monthly Hours	JobTo Date Hours	Remaining Hours	Estimated Cost	Monthly Cost	Job To Date Cost	Remaining Cost
10-11000	Raising Gang	58,404		58,404		3,058,810.41		3,058,810.41	
10-11010	Bolting	43,749		43,749		2,103,958.06		2,103,958.06	
10-11020	Decking	49,381		49,381		2,094,458.50		2,094,458.50	
10-11030	Plumbing	17,072		17,072		778,598.08		778,598.08	
10-11040	Safety	38,758		38,758		1,787,096.54		1,787,096.54	
10-11050	Welded Moments	3,393		3,393		74,612.75		74,612.75	
10-11060	Col Splices	4,878		4,878		48,002.17		48,002.17	
10-11070	Section Detail	32,493		32,493		868,137.33		868,137.33	
10-11080	Lintels	16		16		1,031.32		1,031.32	
10-11090	Stud Welding	5,609		5,609		264,581.46		264,581.46	
10-11100	Gen Foreman	14,010		14,009	1	903,218.61		903,218.61	
10-11110	Cleanup	695		695		29,275.52		29,275.52	
10-11120	Bad Weather	13,097		13,097		571,892.69		571,892.69	
10-11150	Anchor/Hilt's	90		90		2,197.29		2,197.29	
10-11160	Hand Pieces	130		130		6,627.03		6,627.03	
10-11170	Joist & Bldgng	183		183		2,049.69		2,049.69	
10-11180	Truss Work	121		121		7,245.61		7,245.61	
10-11190	Precast	331		331		16,766.64		16,766.64	
10-11200	Misc Iron	32,654		32,653	1	1,588,378.39		1,588,378.39	
10-11250	Painters	107		107		7,651.74		7,651.74	
13-11130	Operators	13,690		13,690		774,134.42		774,134.42	
13-11140	Oiler	9,700		9,700		416,003.73		416,003.73	
13-11150	BoomTruck OP								
15-11400	Teamsters	16		16		570.85		570.85	
16-11500	Maintenance	1,069		1,069		60,319.57		60,319.57	
17-11700	Fld QC Inspctn	4,629		4,629		121,930.37		121,930.37	
20-11800	Shop Labor	816		816		24,820.95		24,820.95	
25-11900	Engineering Labr	5		5		52.77		52.77	
25-11925	Surveyor	11,200		11,200		383,474.17		383,474.17	
25-11950	Project Managr	6,277		6,277		204,263.24		204,263.24	
25-25000	Adm Lb - Jb Cs	80		80		213,026.26		213,026.26	
30-12000	Materials					145,639.80		145,639.80	
30-12100	Stud Materials					34,231.59		34,231.59	
40-13000	Crane Rental					1,726,152.78		1,726,152.78	
40-13100	Lift Rental					1,077,518.37		1,077,518.37	
40-13200	Scaffold Rentl					12,386.53		12,386.53	
40-13400	Equipment Fuel					131,306.14		131,306.14	

EXHIBIT

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Project No 00-0066 Boston Convention Center Proj Mgr Chris Carey Canam

Cost Code	Description	Estimated Hours	Monthly Hours	JobTo Date Hours	Remaining Hours	Estimated Cost	Monthly Cost	Job To Date Cost	Remaining Cost
45-13500	Bond & Ins					87,719.00		87,719.00	
50-14000	Tools					439,691.09		397,387.71	42,303.38
50-15000	Misc Supplies					866,133.30		866,133.30	
60-18000	Sub Contracts					346,339.11		346,339.11	
60-18050	Gbl Sub Cntrc					3,745,524.58		3,745,524.58	
60-18300	Sub Engineerng					17.52		17.52	
60-18500	Sub Design Eng					233,322.14		233,322.14	
60-19000	Trucking					116,987.87		116,987.87	
70-21000	Contract Allow								
70-22000	Capco Allow					3,329,679.25		3,307,656.25	22,023.00
70-26000	Allowance Prim					3,329,679.25		3,307,656.25	22,023.00
70-27000	Allwnc J Strns					3,329,679.25		3,307,656.25	22,023.00
70-28000	Allow Dorel					3,329,679.25		3,307,656.25	22,023.00
70-29000	Allow OT Prem								
70-30000	Allw Tim Reprt					116,200.00		116,200.00	
90-70300	Office Salars					1,301.69		1,301.69	
Job Totals		362,647	0	362,646	1	38,812,374.67		.00	38,681,979.31
Rev Contract \$38,826,533.45		Includ Pend Changes \$226,248.45	Gross Prof \$14,158.78	GProfit Rate .04	GP% .04				
Billing \$38,602,884.20		Retainage \$307,836.20	Remain Billing \$223,649.25	Payments	38,292,448.00				

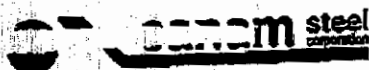
Original Contract Information		Type	Erection	Fld Supererv	Deck
Org Contract	\$34,000,000.00	Eng Hrs		Picks	0
Org Cost	23,746,244.64	PM Hrs		Crane Day	0
Org G Prof	\$10,253,755.36	Shop Hrs		Est Size	29,461 Tons
Org GP Rate		Field Hrs		Est Start	02-01-2001
Org GP %	30.16	Total Mnhrs	354,741.00	Est Finish	05-30-2002
Cost Averages	Stl\$/lb	TS\$/lb	Pl\$/lb	Avg Mat \$/lb	IW \$/Hr

Notes October 23, 2002 10:19 am, Norman Betty

2 Week Payments 3,000,000 Advance

January 17, 2005 11:20 am, Norman Betty

EXHIBIT



P.O. BOX 285, POINT OF ROCKS, MD 21777-0285

10771

09-NOV

P27

17-OCT-2005

311,086.00

311,086.00

Handwritten: 00-0066

Postmark: PA 10/05

TOTAL

311,086.00

311,086.00



P.O. BOX 285, POINT OF ROCKS, MD 21777-0285

TEL: (301) 874-8141
FAX: (301) 874-6665

0134115

CHECK NO.
134115

<p>VOID AFTER 60 DAYS</p> <p>CANAM STEEL CORPORATION</p> <p>POINT OF ROCKS, MD 21777-0285</p> <p>PROVINCIAL BANK</p>		<p>DATE: 09-NOV-2005</p> <p>AMOUNT: \$ 311,086.00</p>
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Handwritten signature: [Signature]

Final Lien Waiver, Settlement and Release Agreement

This Settlement and Release Agreement (the Release Agreement) is effective as of November 9, 2005 between Canam Steel Corporation (Canam) and CAPCO Steel Corporation (CAPCO).

Canam entered into a contract with Clark/Huber, Hunt & Nichols/Berry, a Joint Venture (Clark) dated October 12, 2000 for the provision of materials and services relating to the construction of the Boston Convention and Exhibition Center (the Project). Canam engaged CAPCO for Structural Steel and Metal Deck Erection services and related materials on the Project pursuant to a Subcontract between Canam and CAPCO dated January 26, 2001 (the "Subcontract"). CAPCO in turn engaged various subcontractors and other parties to supply materials and services to Canam with respect to the project.

CAPCO has completed the work for Canam required under the Subcontract, Canam intends to pay CAPCO for the work, and CAPCO intends to release and settle all outstanding claims under the Subcontract or otherwise relating to the Project.

1. Prior to the date of this release agreement, Canam has paid CAPCO \$38,186,688.00. Contemporaneously with the execution of this release agreement, Canam is paying CAPCO the sum of \$311,085.00 for a Final Contract Value of \$38,497,774.00 as payment in full in connection with the Subcontract, including all change orders, extras and other charges in connection with the Project.

2. In consideration of the foregoing, and for other good and valuable consideration, the amount and sufficiency of which is by all parties hereby acknowledged, CAPCO, for itself and its officers, directors, shareholders, parents, subsidiaries, divisions, affiliates, partners, limited partners, agents, employees, insurers, attorneys, predecessors, successors and assigns (collectively the "Releasors") does hereby remise, release and forever discharge Canam and its officers, directors, shareholders, parents, subsidiaries, divisions, affiliates, partners, limited partners, representatives, agents, employees, insurers, attorneys, successors and assigns (collectively the "Releasees"), of and from all, and any manner of action or actions, cause or causes of action, suits, debts, sums of money, accounts, covenants, contracts, controversies, damages, penalties, judgments, extents, executions, claims, cross-claims, counterclaims, and demands whatsoever (including without limitation subrogation), at law or equity or otherwise, which against any of the Releasees the Releasors have had, now have or hereafter can, will or may have, from the beginning of the world to the date of this Agreement, relating in any way to the Project and the Subcontract and the furnishing of services and materials with respect to the Project.

3. CAPCO does hereby waive any right of mechanics or material men's lien against the above described premises.

4. CAPCO also hereby agrees to defend, including payment for attorney's fees and costs, and indemnify and hold harmless Canam, Clark and the project owner from and against

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any and all claims, suits, actions, losses, expenses, liabilities, judgments, demands or damages, with respect to any claims or mechanics or material men's liens filed by CAPCO or any other party that performed or claimed to have performed work as a subcontractor of or otherwise through CAPCO.

5. CAPCO also agrees to indemnify, defend and hold harmless Canam and its officers, directors, shareholders, parents, subsidiaries, divisions, affiliates, partners, limited partners, representatives, agents, employees, insurers, attorneys, successors and assigns (the "Indemnitees") from and against all, and any manner of action or actions, cause or causes of action, suits, debts, sums of money, accounts, covenants, contracts, controversies, damages, penalties, judgments, extents, executions, claims, cross-claims, counterclaims, and demands whatsoever (including without limitation subrogation), at law or equity or otherwise, made against any of the Indemnitees by any subcontractor, supplier or other person or entity with whom Capco has a contractual relationship in connection with the Project or otherwise hired or utilized in connection with the Project. This indemnification includes, but is not limited to, the known claim made by Dorel Steel Corporation against CAPCO and Canam Steel Corporation.

6. Any provision or provisions of this Release Agreement which shall prove to be invalid, void or illegal, either generally or with respect to any party or parties, shall in no way affect, impair or invalidate any other provision or the enforceability of this release Agreement against any other party.

7. The parties represent that they have entered into this Release Agreement knowingly and voluntarily after consultation with, or the opportunity to consult with, counsel of their choice. The parties further agree that each party has participated in the drafting of this Release Agreement, such that any ambiguity in this Release Agreement shall not be construed against any party to this Release Agreement as the drafter thereof.

8. This Release Agreement represents the entire, integrated agreement of the parties relating to the matters herein and supersedes all prior negotiations, understandings or agreements between them on such matters.

9. This Release Agreement may be executed in counterparts.

AGREED AND ACCEPTED

Date: 11/9/05

CAPCO STEEL CORPORATION

By: _____

Name: Patricia Caporaso

Date: _____

CANAM STEEL CORPORATION

By: _____

Name: _____